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Cross Reference:

Deed Book 8236, Page 109
Deed Book 8660, Page 798
Deed Book 8985, Page 589
Hall County, Georgia Records

**SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS FOR MCEVER MILL**

This SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR MCEVER MILL (this "**Amendment**") is made and entered into this 22nd day of November, 2021 by JEFFERSON DOWNS HOME BUILDERS, INC., a Georgia corporation ("**Declarant**").

WITNESSETH

WHEREAS, McEver Mill Development, LLC was the original "*Declarant*" under that certain Declaration of Covenants, Conditions, Easements and Restrictions for McEver Mill, as the same is recorded as of March 21, 2019 in Deed Book 8236, Page 109, in the office of the Clerk of Superior Court, Hall County, Georgia records, and as amended by that certain First Amendment to Declaration of Covenants Conditions Easements and Restrictions for McEver Mill dated November 30, 2020 and recorded in Deed Book 8660, Page 798, aforesaid records (as amended, the "**Declaration**"); and

WHEREAS, McEver Mill Development, LLC did assign all of its right, title, interest, powers and obligations as "*Declarant*" to Declarant pursuant to that certain Assignment and Assumption of Declarant's Rights dated June 16, 2021 and recorded in Deed Book 8985, Page 589, aforesaid records; and

WHEREAS, the Declaration provides for the creation of a "Community" consisting of one hundred twelve (112) "Lots" (as those terms are defined in the Declaration); and

WHEREAS, on the date of this First Amendment, the Declarant is the "Owner" (as that term is defined in the Declaration) of ninety-three (93) of the Lots in the Community; and

WHEREAS, the Declaration provides, in Section 15.3(b) thereof, that the same may be amended upon the written consent of Owners holding at least two-thirds (2/3) of the "Total Association Vote" (as that term is defined in the Declaration); and

WHEREAS, the Declarant has received the written consent to this Second Amendment from Owners representing more than two-thirds (2/3) of the Total Association Vote; and

WHEREAS, the Declarant now desires that the Declaration be amended in the manner hereinafter specified.

NOW, THEREFORE, pursuant to Section 15.3(b) of the Declaration, the Declarant does hereby consent to the amendment of, and does hereby amend, the Declaration as follows:

1. Capitalized Terms. Any capitalized terms used herein, including those used in the foregoing recitals, that are not specifically defined in this Amendment shall have the meaning ascribed to such terms in the Declaration.
2. Leasing. The initial paragraph of Section 7.4(b) of the Declaration is hereby deleted in its entirety and is hereby replaced as follows:

“(b) Leasing Permits. In addition to an Owner having the right to request a Leasing Permit, a Person who has a written contract to purchase a Residence ("Buyer") shall have a right to apply for and receive a Leasing Permit. The request of an Owner or Buyer for a Leasing Permit for a Residence shall be approved. An Owner who owes the Association any delinquent assessments, fines, or other charges shall not be eligible to receive a Leasing Permit nor shall any Buyer of a Residence be eligible to receive a Leasing Permit if the Owner of such Residence owes the Association any delinquent assessments, fines, or other charges. The Board shall also have the right, but not the obligation, in its discretion to deny a Leasing Permit to an Owner or the Buyer of an Owner's Residence if the Owner or the Owner's Permittee is in violation of the Community Instruments. A Leasing Permit shall be automatically revoked upon the happening of any of the following events:”

For avoidance of any confusion, the foregoing changes are made with the intent of eliminating the “Leasing Cap” appearing in the original text, and no other substantive changes are intended pursuant to this Section 2.

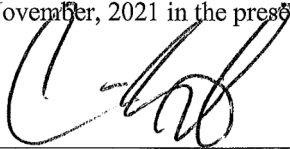
3. Effective Date. This Amendment shall be effective when recorded in the Office of the Clerk of Superior Court, Hall County, Georgia.
4. Modification. Subject to the foregoing, the Declaration shall remain in full force and effect and shall not be amended except as modified herein.

[Signatures commence on following page]

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed under seal as of the date and year first written above.

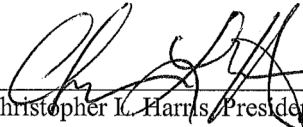
DECLARANT:

Signed, sealed, and delivered this 22nd day
of November, 2021 in the presence of:

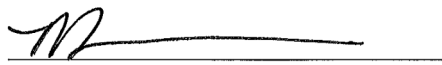


Unofficial Witness

JEFFERSON DOWNS HOME BUILDERS, INC.,
a Georgia corporation

By: 

Christopher L. Harris, President

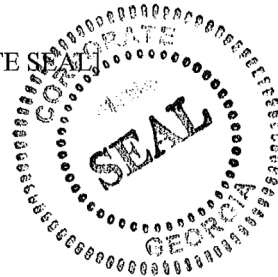


Notary Public

Commission expires: 04/04/2023

[Notary Seal]

[CORPORATE SEAL]



M Homewood
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
My Commission Expires
04/04/2023